



December 12, 2006

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AMENDMENT FOR OPHTHALMIC
DIAGNOSTIC PHOTOGRAPHY SERVICES**
(1st and 2nd Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services or his designee, to sign the attached Amendment No. 6 to Agreement No. H-209084, substantially similar to Exhibit I, with Richard Morrone, Inc. dba Bio-Graph (Bio-Graph) for the continued provision of ophthalmic diagnostic photography services at Harbor-UCLA Medical Center (H-UCLA), LAC+USC Healthcare Network (LAC+USC), and Martin Luther King, Jr./Drew Medical Center (King/Drew), effective January 1, 2007 through December 31, 2007, and continuing on a month-to-month basis through December 31, 2008, for a total maximum County obligation of \$304,000.
2. Delegate authority to the Director of Health Services, or his designee, to increase the maximum obligation by up to 25%, not to exceed \$76,000 for the term of the contract, for additional services as required to assure the continued provision of necessary patient care at each facility.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approving these actions will allow for the continued provision of ophthalmic diagnostic photography services at H-UCLA, LAC+USC, and King/Drew effective January 1, 2007 through December 31, 2008.

The current contract expires on December 31, 2006. Ophthalmic diagnostic photography services are used to aid in diagnosing a variety of diseases including but not limited to diabetes, sickle cell anemia and hematoma of the eye.

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

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An Invitation for Bids was released in August 2006. By the submission deadline, no vendors had responded. The current Contractor has agreed to an extension under the same terms and conditions as the existing agreement. The Medical Centers are currently training their staff so they can perform the services in-house. The staff are expected to be fully trained by the end of the extension period, but if the training is completed sooner, the Agreement will be terminated.

FISCAL IMPACT/FINANCING:

The total maximum obligation for this two-year contract is \$304,000. The annual amount by facility from January 1, 2007 through December 31, 2007 is as follows: H-UCLA, \$38,000, King/Drew, \$31,000, and \$83,000 at LAC+USC.

Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

The Department of Health Services (Department) has determined that this contract is not a Proposition A contract and the provisions of Living Wage do not apply.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 31, 1998, the Board approved a contract with Richard Morrone, Inc., dba Bio-Graph effective April 1, 1998 through June 30, 1998, with provisions for five-one year automatic renewals through June 30, 2003.

Subsequent contract extensions were approved through December 31, 2006, with the most recent extension allowing for an increase in payment at LAC+USC, and making the payment methodology at King/Drew consistent with H-UCLA and OV-UCLA.

The Department will provide all the equipment and supplies necessary to perform the services at the three Medical Centers. The photographs will be taken in digital format by certified technicians. The photographs readily detect a variety of medical problems.

Contract monitoring functions will be performed by administrative staff at each Medical Center.

Attachment A provides additional information.

County Counsel has approved this Amendment No. 6 (Exhibit I) as to form.

The contractor is in compliance with all Board mandated provisions.

CONTRACTING PROCESS:

On August 17, 2006, the Department released an Invitation for Bids for Ophthalmic Diagnostic Photography Services. The solicitation was posted on the County Website and advertised in local newspapers. Additionally, approximately seven potential bidders, located on the internet, were notified of the solicitation.

A mandatory bidder's conference was held on September 7, 2006 and the bids were due on October 25, 2006. The Department did not receive any bids as a result of this solicitation.

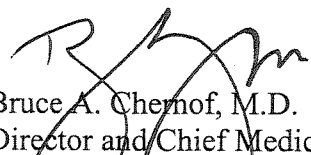
OV-UCLA was part of the solicitation process but has decided to perform services in-house using their own staff beginning January 1, 2007.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will allow for the continued provision of ophthalmic diagnostic photography services at H-UCLA, LAC+USC, and King/Drew for an additional two-year period through December 31, 2008.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:amb
BLOPDIAGNOSTIC.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENT

1. Type of Service

Ophthalmic Diagnostic Photography Services at LAC+USC Medical Center.

2. Agency Name/Address/Contract Person:

Richard Morrone, Inc., dba Bio-Graph
P.O. Box 1240
Studio City, CA 91614
Attention: Richard Morrone, President
Telephone: (818) 761-8108
E-mail: rmorrone@pacbell.net

3. Term:

January 1, 2007 through December 31, 2008.

4. Financial Information:

The total maximum obligation for this contract effective January 1, 2007 through December 31, 2008 is \$304,000. The annual amount from January 1, 2007 through December 31, 2007 is as follows: H-UCLA, \$38,000, King/Drew, \$31,000, and \$83,000 at LAC+USC.

Funds are available in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

5. Person(s) Accountable for Program Monitoring:

Hospital Administration at each facility.

6. Approvals:

H-UCLA: Tecla Mickoseff, CEO

King/Drew: Antionette Smith-Epps, CEO

LAC+USC: Pete Delgado, CEO

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Elizabeth Friedman, Senior Deputy County Counsel

Contract No. H-209084

OPHTHALMOLOGY PHOTOGRAPHY SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

RICHARD MORRONE, INC. DBA
BIO-GRAPH (hereafter
"Contractor")

WHEREAS, reference is made to that certain document entitled
"OPHTHALMOLOGY PHOTOGRAPHY SERVICE AGREEMENT", dated
March 31, 1998, and any Amendments thereto, all further
identified as County Agreement H-209084 (hereafter referred to as
"Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2007.
2. All references to Olive-View/UCLA Medical Center will
no longer apply to the Agreement.
3. That Exhibits A, B, C, and D and any reference in

Agreement to said Exhibits be deleted in their entirety.

4. That Exhibit E shall be added to Agreement to replace Exhibits A, B, and C.

5. That Paragraph 1, TERM AND TERMINATION/MAXIMUM OBLIGATION, of the body of the Agreement be revised as follows:

"1. TERM AND TERMINATION/MAXIMUM OBLIGATION: The term of this Agreement shall become effective January 1, 2007 through December 31, 2007, and thereafter on a month-to-month basis through December 31, 2008, unless sooner terminated by County, in whole or in part. The annual maximum obligation for Contractor's services performed shall be allocated as follows: Harbor-UCLA Medical Center, Thirty-Eight Thousand Dollars (\$38,000), Martin Luther King, Jr./Drew Medical Center, Thirty-One Thousand Dollars (\$31,000) and LAC+USC Healthcare Network, Eighty-Three Thousand (\$83,000).

The Director of Health Services, or his/her designee may increase the maximum obligation by up to 25%, not to exceed \$76,000 for the Agreement term for additional services as required to assure the continued provision of patient care at each facility."

7. Except for the changes set forth in this Amendment, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

RICHARD MORRONE, INC. DBA BIO-GRAPH
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY
COUNSEL:

By _____
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDCDOPP6.amb
11/08/06

EXHIBIT E

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Statement of Work defines the ophthalmic diagnostic photography services which will be required of Contractor for each Medical Center covered under this Agreement. Such services will include, but not be limited to, the provision of administration, supervision, labor. The Contractor shall accomplish the requirements as listed below.

2.0 BASIC RESPONSIBILITIES AND OVERVIEW OF WORK REQUIREMENTS

- 2.1 Contractor shall provide each Medical Center with the services of an ophthalmic diagnostic photography technician(s) who may be required to provide one or more of the following digital photography procedures as requested by Medical Center(s): fluorescein angiogram with two standard red-free photos, color-fundus photography, slit-lamp photography, external photography, and ocular coherence tomography.
- 2.2 Contractor shall be available to provide digital ophthalmic diagnostic photography services as requested by the Medical Center(s).
- 2.3 Contractor shall re-photograph and process, at no cost to Medical Center(s), any photograph of unacceptable quality, as determined by Medical Center Administrator or his/her designee.
- 2.4 Contractor shall ensure that photo images become the property of Medical Center(s).
- 2.5 Contractor shall be responsible for processing, editing, labeling (patient name, date, and eye) and storing images on a disk to maintain at the Medical Center.

3.0 RESPONSIBILITIES

The County's and the Contractor's respective responsibilities are as follows:

COUNTY

3.1 Personnel

County will administer the Agreement according to the terms and conditions. Specific duties will include:

3.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

3.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

3.2 Materials and Equipment

The purchase of all materials and equipment needed to provide the required services is the responsibility of County. County shall provide materials and equipment that are safe for the environment and the patients and safe for use by Contractor's employee(s).

CONTRACTOR

3.3 Personnel

3.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor on any issue and must speak and understand English.

3.3.2 County may require Contractor, at its expense, to conduct background security checks on their employees.

3.4 Uniforms/Identification Badges

3.4.1 Contractor employees assigned to County facilities shall wear an appropriate uniform and/ or identification badge while performing services at the Medical Center(s).

4.0 WORK SCHEDULE

Contractor shall be available to provide services at the Medical Center(s) as specified below, excluding holidays and week-ends. Hours are subject to change upon mutual agreement of both parties.

H-UCLA 2 half days per week – 8:30 a.m. – 12:30 p.m.

1:30 p.m. – 5:30 p.m.

King/Drew: 1 half day per week – 8:30 a.m. – 12:30 p.m.

LAC+USC: Monday-Friday – 8:30 a.m. – 5:00 p.m.

Contractor's personnel may be required to either sign-in or use a time-clock prior to starting and ending the work shift, at the discretion of the County Project Manager or his/her designee at each Medical Center.

5.0 PAYMENT

Subject to the Payment provisions of the body of the Agreement,
County shall compensate Contractor as follows:

LAC+USC: \$325/daily (inclusive of all procedures)

H-UCLA and King/Drew:

Fluorescein angiography: \$77.50 per procedure

Color Fundus photography: \$27.50 per procedure

Slit-Lamp photography: \$32.50 per procedure

External photography: \$32.50 per procedure